

MKO 2-4-99

02-16-1999

FORM PTO-1595

RE



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100965640

Express Mail # EL166968367US

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

Thomas J. Nook and William R. Stone

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

- Assignment Merger
 - Security Agreement Change of Name
 - Other _____
- Execution Date: 02/02/1999

2. Name and address of receiving party

Name: Philip Morris Inc.

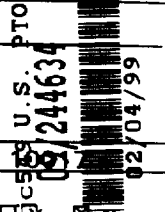
Internal Address: 120 Park Avenue, New York,
New York 10017

Street Address: 120 Park Avenue

City: New York State: NY ZIP: _____

Additional name(s) of conveying party(ies) attached? Yes No

09-244634



4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 02/02/1999

A. Patent Application No. ___ filed on ___

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel Van Dyke
Internal Address: Van Dyke, Gardner, Linn,
& Burkhardt, LLP

Street Address: 2851 Charlevoix Drive, S.E.,
P.O. Box 888695
City: Grand Rapids State: MI ZIP: 49588-8695

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

22-0190
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel Van Dyke
Name of Person Signing

Signature

02/02/99
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

02/12/1999 DMGUYEN 00000097 09244634

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40.00 OP

PATENT
REEL: 9753 FRAME: 0671

ASSIGNMENT

THIS ASSIGNMENT, by Thomas J. Nook; and William Russell Stone (hereinafter referred to as "the Assignors"), residing at 13266 Greenleaf Lane, Grand Haven, Michigan 49417; and 1541 Palmer Ave., Muskegon, Michigan 49441; respectively, witnesseth:

WHEREAS, the Assignors have made certain new and useful inventions in "DISPENSING RACK" set forth in an application for Letters Patent of the United States of America, having made an application for United States Letters Patent therefor, the same having been filed in the United States Patent and Trademark Office on date herewith, as United States patent application Serial No. _____ (to be inserted at a later date); and

WHEREAS, PHILIP MORRIS INCORPORATED, a corporation duly organized under and pursuant to the laws of the State of Virginia and having an office and place of business at 120 Park Avenue, New York, New York 10017, is desirous of acquiring the entire right, title, and interest in and to the inventions for the United States and the application for Letters Patent of the United States, and in any United States Letters Patent or Patents, to be obtained therefor and thereon; and

WHEREAS, PHILIP MORRIS PRODUCTS INC., a corporation organized and existing under the laws of the State of Virginia and having an office and place of business at 3601 Commerce Road, Richmond, Virginia 23234, is desirous of acquiring the right, title, interest in and to the inventions for countries foreign to the United States, and in and to any foreign patent applications, and in and to any foreign Letters Patent or Patents to be obtained therefor and thereon; and

NOW, THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) to each of us paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

ASSIGNMENT OF
UNITED STATES PATENT RIGHTS

We do hereby sell, assign and transfer unto PHILIP MORRIS INCORPORATED, its successors, assigns and legal representatives, all right, title and interest in and to the inventions for the United States, and in and to the United States patent application, including any continuations and divisions thereof, and any substitute applications therefor and any United States patents which may issue thereon and any reissues and extensions of the same; and we hereby authorize and request the Commissioner of Patents to grant and issue any and all patents on the inventions in the United States to PHILIP MORRIS INCORPORATED as the assignee thereof.

ASSIGNMENT OF
FOREIGN PATENT RIGHTS

Further in view of the consideration hereinabove referred to we do hereby sell, assign, and assign, and transfer unto PHILIP MORRIS PRODUCTS INC., its successors, assigns and legal representatives, all right, title and interest in and to the inventions for all countries foreign to the United States, including the right to claim priority under the International Convention based on the United States patent application, and in and to any foreign patent application, including renewals, revivals, continuations and divisions thereof, and any substitute applications therefor, and any foreign patents which may issue thereon, and any reissues and extensions of the same; and we hereby authorize and request competent authorities to grant and issue any and all patents on the inventions in any foreign country to PHILIP MORRIS PRODUCTS INC. as the assignee thereof.

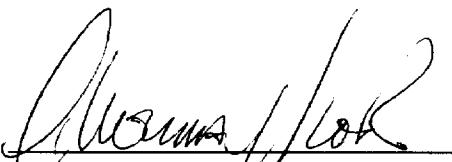
We further agree to execute upon request of the assignee PHILIP MORRIS INCORPORATED such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in the United States, and to execute upon request of assignee PHILIP MORRIS PRODUCTS INC. such additional documents, if any, as are necessary and proper to secure patent protection on the inventions in countries foreign to the United States, and to otherwise give full effect to and perfect the rights of the assignee PHILIP MORRIS INCORPORATED in the United States and of assignee PHILIP MORRIS PRODUCTS INC. in countries foreign to the United States.

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions and any and all applications for Letters Patent above-mentioned, and that the same are unencumbered, and the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the assignees, their successors, legal representatives, and assigns, that the Assignors will, whenever counsel of the assignees, or counsel of their successors, legal representatives, and assigns, shall advise that any proceeding in connection with the inventions or any all applications for Letters Patent, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for the inventions, without charge to the assignees, their successors, legal representatives, and assigns, but at the cost and expense of the assignees, their successors, legal representatives, and assigns.

IN TESTIMONY THEREOF, we have hereunto signed our names on the dates

hereinafter indicated:

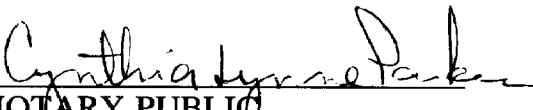

Thomas J. Nook

2/2/99
Date

STATE OF Michigan)
:
CITY/COUNTY OF Ottawa)

On this 2nd day of Feb, 1999, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

(Notarial Seal)


NOTARY PUBLIC
My Commission Expires:

CYNTHIA LYNNE PARKER
NOTARY PUBLIC, OTTAWA COUNTY, MICH.
MY COMMISSION EXPIRES 11-3-2000

IN TESTIMONY THEREOF, we have hereunto signed our names on the dates

hereinafter indicated:

William Russell Stone

William Russell Stone

2-2-99

Date

STATE OF Michigan)

CITY/COUNTY OF Ottawa)

On this 2nd day of Feb, 1999, appeared before me in person the above-named individual, and acknowledged the above to be his signature and that he signed, sealed and delivered the above instrument as his voluntary act and deed, and for the uses and purposes therein set forth.

(Notarial Seal)

Cynthia Lynne Parker
NOTARY PUBLIC

My Commission Expires:

CYNTHIA LYNNE PARKER
NOTARY PUBLIC, OTTAWA COUNTY, MICH.
MY COMMISSION EXPIRES 11-3-2000